

Van Lear Equipment, Inc. and Teamsters Local Union No. 773 a/w International Brotherhood of Teamsters, AFL-CIO. Case 4-CA-26781

November 26, 2001

DECISION AND ORDER

**BY CHAIRMAN HURTGEN AND MEMBERS
LIEBMAN
AND WALSH**

On a charge filed January 13, 1998, by Teamsters Local Union 773 a/w International Brotherhood of Teamsters, AFL-CIO (the Union), the General Counsel of the National Labor Relations Board issued a complaint on April 15, 1998, against Van Lear Equipment, Inc. (the Respondent), alleging that the Respondent is a successor employer to the Panther Valley School District (PVSD) and that it violated Section 8(a)(5) and (1) of the Act by failing and refusing to bargain collectively with the Union as the exclusive collective-bargaining representative of the Respondent's employees in an appropriate bargaining unit. The Respondent filed a timely answer admitting in part and denying in part the allegations of the complaint.

On May 8, 2000, the Respondent, the Union, and the General Counsel filed with the Board a stipulation of facts. The parties agreed that the charge, the complaint, the answer, the stipulation, and the exhibits attached to the stipulation shall constitute the entire record in this proceeding and they waived a hearing before and decision by an administrative law judge. On June 27, 2000, the Board approved the stipulation and transferred the proceeding to the Board for issuance of a Decision and Order. The General Counsel and the Respondent filed briefs.

On the entire record and the briefs, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a corporation with its principal place of business in Reading, Pennsylvania, is engaged in providing school bus transportation services to school districts in the Commonwealth of Pennsylvania, including PVSD. In the conduct of its business operations, the Respondent, in 1997, the year preceding the issuance of the complaint, derived gross revenues in excess of \$250,000 and purchased and received goods valued in excess of \$3000 directly from points outside the Commonwealth of Pennsylvania.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. The parties stipulated, and we find, that

the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Facts

In January 1997,¹ the Union represented a unit at PVSD consisting of all employees working as regular full-time bus drivers, part-time bus drivers and mechanics, custodians, maintenance workers, and secretaries (the PVSD unit). From July 1, 1994, through June 30, 1997, the Union and PVSD were parties to a collective-bargaining agreement covering this unit. The PVSD unit consisted of 38 employees, of whom 21 were full-time and part-time bus drivers.

On January 24, PVSD awarded the Respondent the contract for pupil transportation services for a 5-year period.²

1. The Respondent's organization

The Respondent provides bus transportation to school districts throughout Pennsylvania and operates 160 buses in Berks, Carbon, Chester, Lancaster, Schuylkill, and Lehigh Counties in Pennsylvania, with its headquarters in Reading, Pennsylvania, and six district facilities. The district facilities are Schuylkill Valley, Kutztown, Panther Valley, Governor Mifflin, Antietam, and Fleetwood. The closest districts to Panther Valley are Schuylkill Valley, approximately 30 miles away, and Kutztown, approximately 25 miles away.

As of August 1997 and to date,³ the Respondent's supervisors and managers at its Reading office were co-owner and President Terry Van Lear, co-owner and Secretary/Treasurer Rosann Van Lear, Manager Julie Van Lear, and Manager Charles (Chuck) Orr, except that, as of August 1, 1999, Deb Chambers replaced Chuck Orr as manager.

2. Drivers' pay and benefits

Starting in February, the Respondent accepted applications from PVSD bus drivers and others who chose to apply for bus driver positions. In May or early June, the Respondent informed PVSD drivers who applied that they would be hired as part-time drivers without any benefits. PVSD drivers were also informed by the Respondent that they would earn \$10.50 per hour for a school run, \$18 per run as a van driver, and \$9.50 per

¹ All dates are in 1997 unless otherwise indicated.

² Following the award to the Respondent of the pupil transportation contract, PVSD and the Union negotiated concerning a contract only for the custodians, maintenance workers, and secretaries in the PVSD unit. This contract was adopted on August 8, 1998, and made effective from July 1, 1997, through June 30, 2000.

³ The phrase "to date" as used here refers to the date that the Respondent signed the parties' stipulation of facts, April 17, 2000.

hour for an activity run. Under the collective-bargaining agreement between PVSD and the Union, drivers earned an hourly rate, which could be \$9.75, \$11.45, \$11.75, \$12.20, or \$13.20, depending on their seniority, regardless of the type of run they did. PVSD drivers also were given life insurance benefits, 4 sick days and 2 personal days a year. The three full-time bus drivers also had paid health insurance benefits.

The Respondent also informed PVSD drivers who applied that, if there was a delay due to weather, they would not be paid additional time unless they had already left for work when the weather delay was called. If the weather delay was called after the drivers left for work, they would be paid for the waiting time. Under section M(9) of the collective-bargaining agreement between PVSD and the Union, drivers earned their hourly rate even when there was a weather delay unless they were notified of the weather delay more than a half hour prior to their starting time.

The Respondent informed PVSD drivers that the Respondent would be contributing to the State unemployment insurance trust fund and each employee could collect unemployment compensation benefits when school was not in session. While working for PVSD, the bus drivers could not collect unemployment compensation benefits because under State law, certain school district employees, including bus drivers, were not eligible to collect State unemployment compensation benefits.

The Respondent's drivers, in all districts, earn the same salary. All full-time drivers earn the same benefits. Part-time drivers do not earn benefits. All drivers are subject to the same vacation, sickness, and time off policies and use one standard form to request vacation.

The payroll process is administered from the Reading office. Timecards are kept by drivers and given to their district supervisors on a biweekly basis. The district supervisors review the timecards and forward them to the Reading office for processing.

The Reading office has, on average, 2 to 10 daily telephone conversations with each district supervisor concerning employee performance, training, and the Respondent's policies.

3. The Respondent's hiring of former PVSD drivers

As of August, 19 former PVSD bus drivers, not including Howard Yeakley, and 5 former PVSD monitors, started working for the Respondent. The former PVSD monitors were not part of the PVSD unit. As of August, the Respondent employed 32 employees at Panther Valley: 26 bus drivers (of whom 7 were substitute drivers), 4 bus monitors, 1 maintenance/mechanic, and 1 district supervisor. The Respondent, as of April 2000, had 35 employees at Panther Valley: 25 bus drivers (of whom 8

were substitute drivers), 8 bus monitors, 1 maintenance/mechanic, and 1 district supervisor.

At all its locations, the Respondent employed approximately 218 employees during the 1997/1998 school term and approximately 217 employees during the 1998/1999 school term.

4. The Union's demand for recognition

On about October 29, the Union, by letter, requested that the Respondent recognize it as the exclusive collective-bargaining representative of the bus drivers at Panther Valley (the unit) and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit. On about November 6, the Respondent, by letter, informed the Union that it was not a successor employer. On about November 10, the Union, by letter, again requested that the Respondent recognize it as the exclusive collective-bargaining representative of the unit employees and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit employees. Since about November 10, the Respondent has refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit employees.

5. The Respondent's supervision, training, and personnel policies

Managers and supervisors at the Respondent's Reading office select and train all district supervisory employees. For the 1997/1998 school term, the district supervisors were: Judy Conard, Governor Mifflin District; Joanne Witmoyer, Governor Mifflin District; Richard Haag, Fleetwood District; Charlene Keller, Kutztown District; Dan Moyer, Schuylkill Valley District; and Howard Yeakley, Panther Valley District.

On May 9, Howard Yeakley, a former part-time PVSD driver, was designated the Respondent's district supervisor for Panther Valley. Under PVSD, full-time driver Robert Piscelli was the bus foreman or group leader. Piscelli was a member of the bargaining unit and not a supervisor under the Act. Piscelli elected to obtain full-time employment with PVSD in a maintenance position and accepted only a substitute driver position with the Respondent.

After being hired by the Respondent, Yeakley accompanied supervisors from other districts for on-the-job supervisory training. Supervisors do not drive buses. However, routinely, they will be placed in driver status in the event of last minute absenteeism.

District supervisors are required to attend a monthly supervisor meeting in the Reading office with the Respondent's managers. In the event that a district supervisor is absent, a floater supervisor is designated by the

Respondent's managers to supervise the drivers in the district supervisor's absence. If Yeakley is absent, Manager Charles Orr is designated to supervise the Respondent's drivers at Panther Valley. District supervisors are also required to maintain a pager, cellular phone and two-way radio system, which are provided for and paid by the Reading office.

All personnel policies and regulations are drafted, administered, and maintained from the Reading office. The Respondent requires employees when hired to sign an acknowledgement that they received a copy of the Respondent's rules and regulations booklet. Under section J of PVSD's collective-bargaining agreement with the Union, PVSD could establish reasonable work rules. PVSD did not disseminate written work rules to PVSD unit employees.

Managers at the Respondent's Reading office place advertisements in newspapers for hiring applicants. District supervisors, including Yeakley, keep applications on hand in their districts and conduct the initial screening of applications. They interview and recommend candidates to the Reading office. Managers at the Reading office then do additional State and Federal mandated screening of applications, including criminal history, background, and reference checks. The Respondent's managers have rejected recommended applicants based on their screening results and applicants' availability.

Successful applicants are then subjected to an alcohol test which was conducted by Charles Orr in Reading until 1999, and is now conducted by Howard Yeakley in Reading, and to a drug test, which is conducted at Minors Memorial Hospital in Coaldale, Pennsylvania. Orr, and now Yeakley, notifies applicants if they have passed the drug and alcohol tests and arranges for them to report to the Reading office for driver testing.

If the applicant passes the drug test, managers at the Respondent's Reading office notify the applicant and arrange for the new hire to report to the Reading office for driver training. The final driving test takes place at the Reading office.

All new hires undergo the same driver training at the Reading office by the same trainers. However, as the former PVSD drivers hired by the Respondent were experienced drivers with current certifications, they were not required to go to the Reading office for driver training. The Respondent did, however, have supervisors from the Reading office accompany the former PVSD drivers on their runs for about 2 hours.

All applications and personnel files are maintained at the Reading office. Certain personnel information, pursuant to State law, such as copies of drivers' licenses, are kept locally in the district offices.

6. Driver coverage and interchange

The Respondent's drivers are required to inform their district supervisor when they need time off for any reason. The district supervisor arranges for a substitute driver from that area. Substitute drivers are paid at the same rate as regularly scheduled bus drivers. If no substitute is available in that area, the district supervisor notifies the Reading office. The Reading office arranges for a substitute driver from another district. To date, there has been no need for substitute drivers from another district to cover absences at Panther Valley because Panther Valley has sufficient substitute drivers to cover absences.

Drivers may work extra hours for special trips, such as sports trips or extracurricular activities trips. These trips are referred to as activities runs. The district supervisor selects from those available drivers who are interested in working extra hours. All paperwork for these trips is processed by the Reading office. When drivers in that district are unavailable, the district supervisor notifies the Reading office. The Reading office contacts other districts for available drivers to do the activities runs. At Panther Valley, the Respondent uses seven to eight substitute drivers to do the activity runs that the daily drivers are not available to do. To date, no drivers from other districts have performed work at Panther Valley because the number of substitutes has been sufficient to cover activities runs.

The Respondent has interchanged drivers to cover absences and activity runs at other districts when the district does not have available drivers. Most of the drivers who cover these absences and extracurricular activities are based at the main terminal at the Reading office. None of the Panther Valley drivers have worked at other districts. In the 1997/1998 school term, drivers were interchanged a total of 1909 times.

7. The Respondent's disciplinary policy

The Respondent's disciplinary policy applies to all employees. For offenses which are characterized as a minor infraction, the following discipline is given: first offense, verbal warning; second offense, written warning; third offense, 1-day suspension; fourth offense, 3-day suspension; fifth offense, possible termination of employment. For major infractions, the following discipline is given: first offense, possible termination of employment and/or suspension period; second offense, termination of employment. District supervisors are authorized to handle verbal and written warnings, which must be reported to the Reading office to be placed in the employee's personnel file. They are not generally authorized to suspend employees without express approval of the Reading office, unless immediate action is required,

such as an alcohol, drug, or safety infraction. Discipline involving discharges is reported to and handled by the Reading office.

Under PVSD, there was no established written disciplinary policy except as noted under section J of the collective-bargaining agreement, which states that PVSD had the right to discipline employees, and to suspend or discharge employees for proper cause.

8. Driver evaluations

The Respondent's Reading office evaluates the performance of all drivers. Drivers are evaluated based on three criteria. One criterion is actual observation of drivers' performance by Brian Strand from the Reading office. District supervisors do not evaluate employees' performances. The districts are not informed of when or where Strand will be evaluating the drivers' performances. Strand's observations are provided to the Reading office managers but not to the district supervisors. Another criterion is absentee reports submitted by district supervisors to the Reading office showing when drivers are absent. An additional criterion is accident reports submitted by district supervisors whenever there is an accident. All evaluations, pay raises, and promotions are approved through the Reading office.

All drivers use the Respondent's buses. In the 1997/1998 school year, the Respondent had 14 school buses and 2 vans which were used on a daily basis in Panther Valley. Of those, two buses were purchased from PVSD but used only for afternoon runs. The Respondent also purchased four additional buses from PVSD that are used as spares. The buses at Panther Valley are parked in the same parking lot on PVSD property as before but in a different location, in a paved area of the parking lot. PVSD parked its buses on an unpaved area of the parking lot.

9. Driver responsibilities and routes

The Respondent's Panther Valley drivers are assigned a bus and have pre-trip and post-trip responsibility for that bus. Drivers are expected to do a pre-trip inspection of their bus by starting the bus and doing a "walk-around," which includes checking all the lights, windows, and tires of the bus. The Respondent does not require its drivers to check the hoses and belts of the buses because the maintenance/mechanic checks that. The Respondent's drivers are also expected to examine the gas gauge pre- and post-trip to make sure the gas tank is full. They are required to notify their district supervisor if there is any faulty equipment on the bus. Under PVSD, the drivers were required by law to do a pre- and post-trip inspection of the bus, which included, *inter alia*, checking the hood, hoses, belts, turn signal, lights, and

tires. If the PVSD drivers found a problem, they reported it to Robert Piscelli, the foreman, and to the full-time mechanic who worked for PVSD.

The Respondent's Panther Valley drivers use the same buses in the morning and afternoon. Under PVSD, drivers used different buses in the afternoon from the morning. The Respondent generally assigns newer buses to drivers with more seniority and attempts to keep older buses as backups. All former PVSD bus drivers are driving different and significantly newer buses than they did under PVSD.

As they did under PVSD, the Respondent's Panther Valley drivers service two additional schools—Our Lady of the Valley and St. Michael's.

The Respondent modified each of the 1996/1997 PVSD routes. In the 1997/1998 school term, there were 16 morning and afternoon scheduled bus routes for Panther Valley. The Respondent streamlined the bus schedules for the 1998/1999 school term, so that there are 15 morning and afternoon scheduled bus routes for Panther Valley.

10. Miscellaneous

All the Respondent's drivers wear hats and/or jackets bearing the Respondent's logo. All drivers receive copies of the Respondent's monthly newsletter. The Respondent has also formed a safety and wellness committee in which all employees may participate. The Respondent also hosts an annual holiday party for all employees to attend.

B. Contentions of the Parties

The General Counsel contends that the Respondent is a successor to PVSD, as the Respondent hired almost all of the former PVSD drivers, there is substantial continuity between the operations of PVSD and the Respondent at Panther Valley, and the Panther Valley drivers constitute an appropriate bargaining unit. Therefore, the General Counsel contends, the Respondent violated Section 8(a)(5) and (1) by refusing to recognize and bargain with the Union as the representative of the Respondent's Panther Valley drivers.

The Respondent contends that it is not a successor to PVSD because the appropriate bargaining unit is the Respondent's entire work force, not the drivers located at Panther Valley. The Respondent also contends that it is not a successor because there is not substantial continuity between it and PVSD, as the Respondent's drivers at Panther Valley who formerly worked for PVSD are in a significantly different job situation as employees of the Respondent.

C. Discussion

We agree with the General Counsel that the Respondent is a successor to PVSD with respect to the Panther Valley drivers. The test for determining successorship has been summarized as follows:

An employer, generally, succeeds to the collective-bargaining obligation of a predecessor if a majority of its employees, consisting of a “substantial and representative complement,” in an appropriate bargaining unit are former employees of the predecessor and if the similarities between the two operations manifest a “‘substantial continuity’ between the enterprises.” *Fall River Dyeing Corp. v. NLRB*, 482 U.S. 27, 41–43 (1987), citing, *inter alia*, *NLRB v. Burns Security Services*, 406 U.S. 272, 280 fn. 4 (1972).⁴

We find these criteria satisfied here. As of August 1997, the Respondent employed 26 bus drivers at Panther Valley, 19 of whom were former PVSD bus drivers. Thus, the vast majority of the Respondent’s Panther Valley bus drivers were former PVSD unit employees. Additionally, in October, when the Union first requested that the Respondent recognize and bargain with it as the representative of the Respondent’s Panther Valley drivers, the Respondent employed a substantial and representative unit complement, as the Respondent’s Panther Valley location was already fully staffed. In preparation for the 1997/1998 school year, the Respondent had 26 Panther Valley bus drivers employed as of August, a number which did not thereafter increase.

Additionally, we find a unit composed of the Respondent’s Panther Valley bus drivers to be an appropriate unit. Single-location units are presumptively appropriate. See, e.g., *New Britain Transportation Co.*, 330 NLRB 397 (1999). This presumption is particularly strong where, as here, the employees have historically been represented in a single-location unit. See, e.g., *Montauk Bus Co.*, 324 NLRB 1128, 1135 (1997). Under the facts here, the Respondent has failed to overcome the single-location presumption. Thus, while there is companywide uniformity on such matters as wages and benefits, the Respondent’s Panther Valley facility is geographically distant from its other locations, as Kutztown and Schuylkill Valley, the Respondent’s closest districts to Panther Valley, are at least 25 miles away from the Panther Valley facility. Further, there has been, to date, no interchange of drivers between the Respondent’s Panther Valley facility and its other locations, as the Respondent’s Panther Valley district supervisor has been able to obtain sufficient drivers locally to cover drivers’ absences and

to drive for sports and extracurricular activity trips. Moreover, although the Respondent is centrally managed from its Reading office, its district supervisors, including its Panther Valley supervisor, maintain discretion and independence on certain matters, such as interviewing job applicants and deciding whether to recommend them to the Reading office, issuing verbal and written warnings to employees, and suspending employees for alcohol, drug, or safety infractions. Thus, the Respondent’s Panther Valley drivers clearly share a community of interest among themselves.

Contrary to the Respondent’s contention, we find that the present case is quite unlike *P.S. Elliott Services*, 300 NLRB 1161 (1990). In that case, the Board found that 7 employees who performed cleaning services at a single office building no longer constituted an appropriate bargaining unit after they were hired by a larger cleaning firm and subsumed into a work force of 175 employees. Unlike the present case, the work locations of the large cleaning firm were not geographically distant from each other, the cleaning firm also assigned other employees to the building at which the seven employees worked, and all personnel matters were handled exclusively at the firm’s central office. As noted above, here the Respondent Panther Valley facility is distant from its other facilities, there has been no interchange of drivers between the Respondent’s Panther Valley facility and its other locations, and some personnel matters are handled locally by the Respondent’s district supervisor at Panther Valley. Additionally, unlike *P.S. Elliott Services*, employees here are hired for a specific work location. Accordingly, *P.S. Elliott Services* does not compel a finding that the single-location unit at issue here is inappropriate.

Turning to the issue of substantial continuity between the predecessor and successor enterprises, the Supreme Court in *Fall River Dyeing Corp. v. NLRB*, 482 U.S. 27, 41–43 (1987), identified the following factors as relevant:

[W]hether the business of both employers is essentially the same; whether the employees of the new company are doing the same jobs in the same working conditions under the same supervisors; and whether the new entity has the same production process, produces the same products and has basically the same body of customers.

These factors are assessed primarily from the perspective of the employees, that is, “whether ‘those employees who have been retained will . . . view their job situations as essentially unaltered.’” *Id.*, quoting *Golden State Bottling Co. v. NLRB*, 414 U.S. 168, 184 (1973).

In this case, the business of PVSD, to the extent that it engaged in the operation of pupil transportation services,

⁴ *Hydrolines, Inc.*, 305 NLRB 416, 421 (1991).

and the business of the Respondent is essentially the same. The 19 former PVSD bus drivers who were hired by the Respondent at Panther Valley are doing the same jobs under generally similar working conditions as they did previously. While they do not have the same supervisor, a former fellow PVSD bus driver, Howard Yeakley, has become their supervisor as the Respondent's Panther Valley district supervisor. The bus drivers follow the same "production processes" and serve the same body of customers in that the drivers continue to drive daily routes taking school children to and from the same PVSD schools.

There are, of course, some differences between the Respondent's operations at Panther Valley and the prior bus operations of PVSD. For example, under the Respondent, the drivers are driving newer buses than before and, contrary to prior practice, they use the same buses in the morning and the afternoon. The buses are parked in the same parking lot as before but in a different area of the parking lot. The bus routes have been modified. The drivers' pay rates are different than before. Additionally, the drivers no longer receive life insurance or sick or personal days, but, under the Respondent, they now are eligible to collect unemployment compensation benefits when school is not in session.

Nevertheless, viewed from the drivers' perspective, the drivers are performing the same work that they performed as PVSD employees—transporting school children to and from PVSD schools by school bus and van. In sum, we would not find that the employees' "job situation has so changed that they would change their attitudes about being represented." *Derby Refining Co.*, 292 NLRB 1015 (1989), *enfd. sub nom. Coastal Derby Refining Co. v. NLRB*, 915 F.2d 1448 (10th Cir. 1990).

Additionally, even though the Respondent did not take over all the operations and functions of the prior PVSD bargaining unit—the custodians, maintenance workers, and secretaries remained with PVSD—a finding of successorship is not precluded. Indeed, the Board has frequently found substantial continuity where the successor employer has taken over only a discrete portion of the predecessor's heterogeneous bargaining unit. See *Bronx Health Plan*, 326 NLRB 810 (1998), *enfd.* 203 F.3d 51 (D.C. Cir. 1999); *M.S. Management Associate*, 325 NLRB 1154 (1998), *enfd. sub nom. NLRB v. Simon De-Bartelo Group*, 241 F.3d 207 (2d Cir. 2001); *Lincoln Park Zoological Society*, 322 NLRB 263 (1996), *enfd.* 116 F.3d 216 (7th Cir. 1997); *Louis Pappas' Homosassa Springs Restaurant*, 275 NLRB 1519 (1985); and *Stewart Granite Enterprises*, 255 NLRB 569 (1981). Further, the successorship doctrine continues to apply even though the predecessor, PVSD, is a public employer. *Lincoln*

Park Zoological Society, *supra* at 265; *JMM Operational Services*, 316 NLRB 6, 12 (1995). Accordingly, we find that there is substantial continuity between PVSD and the Respondent at its Panther Valley facility and that the Respondent, with regard to its Panther Valley facility, is a successor to PVSD.

Having found the Respondent to be a successor to PVSD, we further find that the Respondent violated Section 8(a)(5) and (1) on November 10, 1997, by failing and refusing to recognize and bargain collectively with the Union as the exclusive bargaining representative of the Respondent's Panther Valley bus drivers.

ORDER

The National Labor Relations Board orders that the Respondent, Van Lear Equipment, Inc., Reading, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize and bargain with Teamsters Local Union 773 a/w International Brotherhood of Teamsters, AFL-CIO, as the exclusive bargaining representative of the employees in the bargaining unit described below.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize and bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment, and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time bus drivers of the Respondent employed in the Panther Valley School District, excluding all other employees, office clerical employees, guards, and supervisors as defined in the Act.

(b) Within 14 days after service by the Region, post at facility in Lansford, Pennsylvania, copies of the attached notice marked "Appendix."⁵ Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places

⁵ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 10, 1997.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and bargain with Teamsters Local Union 773 a/w International Brotherhood of Teamsters, AFL-CIO, as the exclusive representative of the employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All full-time and regular part-time bus drivers of the Employer employed in the Panther Valley School District, excluding all other employees, office clerical employees, guards, and supervisors as defined in the Act.

VAN LEAR EQUIPMENT, INC.